

State of South Carolina	)	Court of Common Pleas
County of Charleston	)	Ninth Judicial Circuit
	)	
CRAIG PETERKIN,	)	Case Number:
	)	2023-CP-10-00524
Plaintiff,	)	
	)	
vs.	)	
	)	
MICHAEL HOLT, d/b/a LIBERTY	)	
SERVICES,	)	MOTION HEARING
	)	
Defendant.	)	TRANSCRIPT OF RECORD
	)	

August 15, 2024
Charleston, South Carolina

B E F O R E:

The Honorable Jennifer B. McCoy

A P P E A R A N C E S:

MR. CRAIG PETERKIN,
Pro se,
for the Plaintiff;

MR. KERRY W. KOON
and MR. ALEXANDER W. TESORIERO,
Attorneys at Law,
for the Defendant.

Jamie Bickett
Official Court Reporter

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SC Court of Appeals

1 (The following proceedings were had in open court.)

2 THE COURT: All right. Craig Peterkin versus Michael
3 Holt.

4 All right. So thank y'all. I've got the file. This is
5 a summons that was filed by Mr. Peterkin back on February 2
6 of 2023. I'll ask all the parties and attorneys present to
7 state their names, spell it for the record, beginning with
8 Mr. Peterkin.

9 MR. PETERKIN: Craig, C-R-A-I-G, Peterkin,
10 P-E-T-E-R-K-I-N.

11 THE COURT: All right. And switch sides over here.
12 Gentlemen, tell me who you are.

13 MR. KOON: Kerry Koon for the defendant Michael Holt,
14 doing business as Liberty Services.

15 THE COURT: Thank you.

16 MR. TESORIERO: Alexander Tesoriero. Alexander spelled
17 normally; the last name not so much: T-E-S-O-R-I-E-R-O.
18 Also here on behalf of Mr. Holt, doing business as Liberty
19 Services.

20 THE COURT: All right. And is this Mr. Holt with you?

21 MR. TESORIERO: That's correct.

22 THE COURT: Okay. All right. Perfect.

23 Okay. Well, this looks like it's been through some
24 different courts.

25 Mr. Peterkin, I'll start with you. Give me a little bit

1 of background on what this is about. Okay?

2 MR. PETERKIN: Okay. And then I'll give you some
3 context.

4 First, if I may, this is my residence, if you'd like to
5 see a copy of it, 1478 Arrow Wind Terrace --

6 THE COURT: Okay.

7 MR. PETERKIN: -- in Charleston.

8 THE COURT: All right. I'll take -- at this point we're
9 just going to -- I just want you to tell me a little bit
10 about kind of the overview of what this is about.

11 MR. PETERKIN: The overview is this. Christmas day
12 2019, 6:00 a.m. in the morning, got up to discover -- or
13 heard water running.

14 THE COURT: Okay.

15 MR. PETERKIN: After, you know, looking around,
16 discovered that it was coming from the laundry room area in
17 the house. At that time I had service policies with Choice
18 Home Warranty, HomeServe USA. I had a couple policies with
19 them covering indoor and outdoor plumbing.

20 THE COURT: Okay.

21 MR. PETERKIN: Based on my experience at our previous
22 home where we had to have plumbing -- major plumbing work
23 done and because of the nature of how they build houses in
24 South Carolina, the plumbing is encased in a slab. So if you
25 ever have a problem with your plumbing, you have to -- you

1 know, you have to --

2 THE COURT: Dig up the slab.

3 MR. PETERKIN: -- dig up the slab.

4 THE COURT: All right.

5 MR. PETERKIN: All right? So the first call that I made
6 on that day, Christmas day, was to Choice Home Warranty.

7 THE COURT: Okay.

8 MR. PETERKIN: That didn't work because they sent out a
9 service tech. I had to pay a service call fee. The service
10 tech gets there. I had already explained to them that the
11 hot water tank was okay. He comes. He says, "Well, you
12 know, it's not the hot water heater," and he leaves. I paid
13 them to send him out.

14 I call HomeServe. HomeServe sends a plumber. Now,
15 remember I said it's Christmas day. It's the holidays.

16 THE COURT: Mm-hmm.

17 MR. PETERKIN: They're very limited. And the worst time
18 any time you're going to have a home problem, repair problem
19 is during a holiday. They sent a company called Rightway
20 Plumbing. Rightway Plumbing came and immediately determined
21 that there was an in-slab leak and that they couldn't do the
22 job because they didn't have the equipment. Okay?

23 I called HomeServe back. They couldn't find a plumber.
24 They gave me a call back and said they scheduled a plumbing
25 company, Liberty Service, and they'll be in touch, blah,

1 blah, blah, blah, blah. Made the appointment. HomeServe
2 contacts me and says they'll be out. He can come out right
3 away or they're trying to get him to come out.

4 He comes. He does an inspection. He says what he might
5 do. He looked around. They came. They did the work. He
6 put -- and what I want to get to is what actually happened
7 when they started doing the work. He had a helper with him.
8 Okay?

9 THE COURT: Mm-hmm.

10 MR. PETERKIN: Number 1. And this was in response to
11 his answer to the complaint where they cite the section where
12 I say that they -- he never obtained, he never answered, and
13 he never provided a building permit -- work permit. Okay?

14 THE COURT: Mm-hmm.

15 MR. PETERKIN: I questioned why he was putting -- the
16 leak was in the slab in the laundry room, which is at the
17 back side of the house in a small area probably no bigger
18 than -- not much bigger than these two tables combined. He
19 proceeds to go upstairs in the attic, in the -- all over the
20 house. He went under every bathroom. Every sink -- we have
21 four or five sinks. Every one of them's been touched by
22 Liberty Service and Michael Holt. Holes in the walls. I
23 supplied all that information.

24 He never explained to this day why there were -- it was
25 necessary to go on the second floor of the house, which is

1 why I wanted to show you a picture.

2 THE COURT: Okay.

3 MR. PETERKIN: It's a two-story house.

4 THE COURT: All right.

5 MR. PETERKIN: Why would you go on the second floor and
6 start cutting holes in the walls? And not only the holes in
7 the walls, but the vent pipes.

8 THE COURT: Mm-hmm.

9 MR. PETERKIN: Two vent pipes were cut upstairs -- one
10 upstairs and one downstairs. Okay? We never to this day
11 understood if that was intentional or accidental because of
12 the way -- if you look at the picture --

13 THE COURT: Okay.

14 MR. PETERKIN: -- the way the vent pipe was cut. Okay?

15 THE COURT: All right.

16 MR. PETERKIN: He never explained to this day. His
17 answer -- he says that the work order was three years old.
18 Correct. Once he cut the holes in the wall, he did the work,
19 he left and never came back. He left debris, material --
20 building materials, dirt, garbage, everything except copper
21 pipes was left on the property, which led us to believe that
22 he was harvesting copper in order to resell that copper.
23 Okay?

24 THE COURT: Okay.

25 MR. PETERKIN: He never explained why. We had to go to

1 somebody else, Mr. Handyman, to get the holes fixed. And
2 they mentioned something about having me on tape about
3 accepting some money for the drywall.

4 THE COURT: Mm-hmm.

5 MR. PETERKIN: And I can show you that myself. It
6 doesn't mention anything about drywall except to say that
7 Holt and Liberty Services was responsible for that. The good
8 will is exactly that: good will. Good will, as I understand
9 it, is a token of gratitude or a showing to say "I'm sorry"
10 to a customer or an employee or a family. That's good will.
11 That good will \$400 check was not intended to -- they never
12 admitted they were responsible for the drywall.

13 THE COURT: Mm-hmm.

14 MR. PETERKIN: Put that on Michael Holt. Okay?

15 And I need a minute, if I can. Physical problems.
16 COPD.

17 THE COURT: Yep. No problem. Well, while you're taking
18 a minute, I'll kind of let them tell me a little bit about
19 their perspective, and then we'll --

20 MR. PETERKIN: All right. Give me a second here.

21 THE COURT: Sir?

22 MR. PETERKIN: Now, also in their answer -- the man
23 still hasn't produced a work permit. Also in his answer, he
24 challenged what I said was incompetence --

25 THE COURT: Mm-hmm.

1 MR. PETERKIN: -- or negligence. Looking at the work
2 that he performed, I don't know how else to describe it. I
3 don't know how he would describe that, but that is not
4 competent work, leaving -- making holes all over the house.
5 There is no -- they say the damage was done necessary to
6 effect the repair. There was no repair done.

7 THE COURT: Okay. So you're alleging --

8 MR. PETERKIN: There was no leak on the second floor.

9 THE COURT: -- he was negligent --

10 MR. PETERKIN: And he's responsible.

11 THE COURT: -- in his profession of plumbing; is that
12 right?

13 MR. PETERKIN: Now, we come in --

14 THE COURT: I'm sorry. Answer my question. You're
15 alleging --

16 MR. PETERKIN: Yes, ma'am.

17 THE COURT: -- he was negligent in his practice of
18 plumbing; is that correct?

19 MR. PETERKIN: Yes, ma'am.

20 THE COURT: Okay. Just to make sure I understand what
21 your cause of action is.

22 Okay.

23 MR. PETERKIN: Okay.

24 THE COURT: All right.

25 MR. PETERKIN: The reason --

1 THE COURT: All right.

2 MR. PETERKIN: He denied -- he says that we denied him
3 access to our property. That's not a true statement. The
4 defendant never said --

5 THE COURT: Well, before you start responding to what
6 their defense is, we'll do that in a minute. Okay? So don't
7 get too far ahead.

8 MR. PETERKIN: Okay.

9 THE COURT: Let's let them tell me what their defenses
10 are first. They might pull some -- it might be unnecessary.

11 MR. PETERKIN: Okay. So now we can continue.

12 THE COURT: So essentially, you allege professional
13 negligence against Mr. Holt; is that fair to say?

14 MR. PETERKIN: Correct. Correct.

15 THE COURT: Okay. And --

16 MR. PETERKIN: And not just --

17 THE COURT: -- how much did you pay him for his work?

18 MR. PETERKIN: HomeServe did that.

19 THE COURT: HomeServe paid him?

20 MR. PETERKIN: Yeah. HomeServe did that.

21 THE COURT: Warranty work; is that right?

22 MR. PETERKIN: Home protection plan work.

23 THE COURT: All right. And you had to have repairs as a
24 result of this, or what?

25 MR. PETERKIN: Say that again.

1 THE COURT: Did you have to have other repairs done as a
2 result of his --

3 MR. PETERKIN: Yes, ma'am.

4 THE COURT: -- leaving the job?

5 MR. PETERKIN: Yes, ma'am. And that's --

6 THE COURT: All right.

7 MR. PETERKIN: -- stated in the original complaint as
8 well.

9 THE COURT: And that was to the tune of how much money?

10 MR. PETERKIN: I believe it was \$1,700 to Mr. Handyman
11 out of Summerville.

12 THE COURT: Okay.

13 MR. PETERKIN: The first time was 772.22.

14 THE COURT: Okay.

15 MR. PETERKIN: The second time it was \$300. And there
16 still remained work that was undone that he discovered after
17 Mr. Handyman was out. Because what happens is because when
18 they come out it's \$300 --

19 THE COURT: Right.

20 MR. PETERKIN: -- we discovered one of the holes that he
21 had placed in the wall was still not covered.

22 THE COURT: Has it been fixed since?

23 MR. PETERKIN: No, ma'am.

24 THE COURT: Still haven't gotten it fixed?

25 MR. PETERKIN: No.

1 THE COURT: Have you --

2 MR. PETERKIN: Let me get to that.

3 THE COURT: -- gotten an estimate?

4 MR. PETERKIN: Let me get to that.

5 THE COURT: I know, but you need to answer my questions,
6 if you don't mind.

7 MR. PETERKIN: Is it fixed? No.

8 THE COURT: Haven't gotten it fixed yet? Have you
9 gotten an estimate for it yet?

10 MR. PETERKIN: \$300 to start.

11 THE COURT: That 300. Okay. To even come out to your
12 house, \$300.

13 MR. PETERKIN: \$300.

14 THE COURT: Okay. All right. But you're seeking in
15 excess of \$3 million out of this lawsuit; is that correct?

16 MR. PETERKIN: That is correct.

17 THE COURT: And that's largely due to what you list as
18 your emotional damages.

19 MR. PETERKIN: Anxiety, emotional distress, depression,
20 weight loss, all different --

21 THE COURT: All as a result of --

22 MR. PETERKIN: A lot of it --

23 THE COURT: -- this gentleman's failure to correctly
24 plumb your house?

25 MR. PETERKIN: That's correct.

1 THE COURT: According to you.

2 Okay. Well, let me hear from them, and then we'll
3 come --

4 MR. PETERKIN: We're not done yet.

5 THE COURT: -- back to you. Okay?

6 MR. PETERKIN: We're not done yet.

7 THE COURT: I know we're not done yet, but I'll tell you
8 the order we're going to go in. I'm going to hear about the
9 pleading, I'm going to hear from them next, and then I'll let
10 you respond after that. Okay?

11 MR. PETERKIN: Okay.

12 THE COURT: All right. Mr. Koon? Or who would like to
13 speak on behalf of Mr. Holt and Liberty Service? Either one.
14 Yes, sir.

15 MR. TESORIERO: Thank you, your Honor. May it please
16 the Court.

17 THE COURT: Yes, sir.

18 MR. TESORIERO: Alexander Tesoriero once again.

19 My understanding of this case seems to be pretty cut and
20 dried. Ultimately, Mr. Peterkin has an issue with the
21 plumbing at his home. He contacts his home warranty
22 provider, HomeServe, whom he's in contract with. They in
23 turn contact my client Mr. Holt, d/b/a Liberty Services. He
24 goes out. He begins doing -- well, prior to doing the work,
25 he examines the scope of the work, gets an understanding.

1 You'll see attached to our motion in opposition to
2 summary judgment a standard home warranty claim from that
3 time period. The one attached, while we were not able to
4 acquire Mr. Peterkin's, it's a standard policy from that time
5 period.

6 And it does explicitly carve out a clause -- I believe
7 it's Number 2 -- that consequential, incidental, or punitive
8 damages arising from conducting repair work as a result of
9 the covered repair -- for example, damages necessary to
10 reasonably access a repair area -- your rights and remedies
11 may vary depending on your state, but those are explicitly
12 carved out and exempt from his policy. He admits as much in
13 his original complaint where he states that due to exclusions
14 in the policy --

15 THE COURT: Mm-hmm.

16 MR. TESORIERO: -- he has a remaining repair bill.

17 And for that reason, HomeServe has a policy where my
18 client Mr. Holt, or anyone else performing repair work, goes
19 throughout the home with the client, says "This is where
20 we're going to need to make access points." It's my
21 understanding that HomeServe on this call obtained his
22 consent to further protect themselves, but in turn my client
23 as well, to make sure he is -- Mr. Peterkin in this case is
24 fully aware as to the scope of the work that's about to take
25 place.

1 So my client begins that work. It's a Friday. The
2 issue is with the hot water service in the house. So he
3 begins doing all that work. It's a pretty extensive job.
4 He's rerunning the lines throughout the home. And
5 ultimately, close of business Friday comes along --

6 THE COURT: Mm-hmm.

7 MR. TESORIERO: -- and my client restores the hot water
8 service even though he hadn't completed the job, so that way
9 Mr. Peterkin and whoever else may be within the residence are
10 comfortable for that weekend. They have hot water.

11 THE COURT: Okay.

12 MR. TESORIERO: Mr. Peterkin insists that my client work
13 the next morning, which he's not required to do under the
14 contract. HomeServe doesn't require him to do so. And
15 that's just not his business practice. That was his point in
16 restoring the hot water service.

17 Mr. Peterkin was unsatisfied with that answer and
18 contacts HomeServe, who in turn has to go hire another
19 company to complete the work of my client.

20 THE COURT: Okay.

21 MR. TESORIERO: And they do that. And to my
22 understanding, everything's been fine. I haven't heard any
23 responses or allegations that the work that Mr. Holt had done
24 prior to McAtee completing the job was in any way
25 substandard.

1 THE COURT: Mm-hmm.

2 MR. TESORIERO: Beyond that, even the allegation to
3 suggest that we're here as a breach of professional
4 negligence in a construction case is -- we've failed to meet
5 the prerequisites required to do that. Specifically, there
6 is a requirement of notice and right to cure, which my client
7 has been deprived of. The law dictates and mandates that
8 prior -- 90 days prior to filing or commencing a lawsuit, you
9 need to contact the respondent --

10 THE COURT: Mm-hmm.

11 MR. TESORIERO: -- notifying them of your claim. They
12 in turn have a right to come out and inspect the property.
13 You must provide them access to do so. And from there, they
14 do have a right to cure if that's the remedy which they
15 choose, none of which has been offered to my client.

16 But beyond that, the clear matter in this case is that
17 there is no contract between these parties. Based off the
18 pleadings, I have a difficult time understanding what is
19 being alleged. I gather there's a large argument geared
20 towards section -- specifically Section 40-11-110, which
21 provides an LLR as a board to assert disciplinary action in
22 the event of some kind of issue. It's not a remedy to be
23 brought in court.

24 THE COURT: Mm-hmm.

25 MR. TESORIERO: But assuming -- or there's also a

1 complaint that's pled, and which the defense denies, as to
2 negligence in that complaint. The elements, let alone facts
3 to establish it, are not pled. Those are not presently in
4 there.

5 Ultimately, in turn it's the defense's position here, 1,
6 that there was no wrongdoing conducted on the part of my
7 client --

8 THE COURT: Mm-hmm.

9 MR. TESORIERO: -- and, 2, there's been no facts or loss
10 cited that can even be brought against my client that would
11 allow for any kind of recovery. With that, we just -- our
12 position is that this case is improper and shouldn't be here
13 any longer, your Honor.

14 THE COURT: Okay.

15 All right. Mr. Peterkin.

16 MR. PETERKIN: Following Michael Holt's words, he's
17 lying outright, lying about me. Where were you at -- you can
18 ask him where was he when he was denied access to the
19 property, what record or proof that he has that we talked --
20 we talked to HomeServe about the access to the walls prior to
21 him doing any work?

22 Every time we questioned him, for instance, about having
23 to empty our walk-in closet so that he could get access to
24 what? As I stated, the leak was in the first-floor floor.
25 There was no -- again, there was no repairs necessary on the

1 second floor of that home.

2 Number 2, every sink in that house was impacted,
3 including a toilet that had no connection to the hot water
4 tank was removed. The tiles that he removed from under the
5 toilet I still have in my garage.

6 Number 2, once he did not return, that prompted my call
7 to HomeServe USA because of the condition that he left the
8 property in. Not because I was dissatisfied with the work;
9 he didn't come back. There was no repair. He rerouted the
10 plumbing. And he went upstairs when the leak was downstairs
11 in the laundry room.

12 THE COURT: Mm-hmm.

13 MR. PETERKIN: It was not in my bedroom. It was not in
14 our bathrooms. It was in the hot water line. Every single
15 hot water line was affected.

16 He removed copper. And again, if these proceedings find
17 in favor -- if we prevail, I will be seeking criminal charges
18 for law enforcement to investigate whether he was harvesting
19 copper at that time.

20 THE COURT: Okay. Well, this --

21 MR. PETERKIN: Okay? Because --

22 THE COURT: -- proceeding has --

23 MR. PETERKIN: -- we never -- we never received --

24 THE COURT: Mr. Peterkin, let me respond. Okay?

25 MR. PETERKIN: Yes, ma'am.

1 THE COURT: I'm just trying to let you know this
2 proceedings is in the Court of Common Pleas. This is not a
3 criminal proceeding.

4 MR. PETERKIN: Right.

5 THE COURT: Just so we're clear.

6 MR. PETERKIN: Right. I'm clear on that.

7 THE COURT: That's not how that would go.

8 MR. PETERKIN: Okay.

9 THE COURT: You press charges, I think as you were
10 alluding to, through the police.

11 MR. PETERKIN: Okay.

12 THE COURT: That's how you bring charges, not through
13 me, not through this Court.

14 MR. PETERKIN: Okay. I'll find an agency.

15 THE COURT: Just so you know.

16 MR. PETERKIN: Okay. To continue now, when he didn't
17 return the following day --

18 THE COURT: Mm-hmm.

19 MR. PETERKIN: And we waited a reasonable amount of time
20 for a contractor to come back and finish the job. Okay? He
21 never showed up. It prompted a call to HomeServe. And
22 again, he says we denied him access.

23 THE COURT: Mm-hmm.

24 MR. PETERKIN: How was that access denied? Where were
25 you at the time that access was denied? Were you on my

1 property? Where was your phone located?

2 Because as I said, we have to go further and add
3 additional parties including HomeServe, this up-to-now
4 unnamed helper who provided a statement -- okay? -- according
5 to him --

6 THE COURT: Uh-huh.

7 MR. PETERKIN: -- to LLR and HomeServe. We don't even
8 know if that person who provided that statement is the same
9 person who was with him that day or the days he performed
10 that work.

11 LLR got involved because after he didn't come back --

12 THE COURT: Mm-hmm.

13 MR. PETERKIN: -- when they had to send somebody else,
14 McAtee Plumbing came to the house and inquired about the
15 building permit, the work permit. There was none.

16 THE COURT: Mm-hmm.

17 MR. PETERKIN: That's a clear violation. It is a
18 requirement that you have a work permit. He did not have
19 one. He does not have one today. He's never presented one
20 in his response. Okay? The work that they did they would
21 not do because my experience with plumbers is that the last
22 person to touch that job is the one that's accountable. So
23 they would not touch that house until they secured a work
24 permit, which was accomplished later on, a couple -- a week
25 or ten days later.

1 THE COURT: Mm-hmm.

2 MR. PETERKIN: Okay? Once they got the work permit,
3 they saw the condition of the property, the work that he had
4 performed. They had a building inspector -- we had to get a
5 building inspector to come in. That building inspector
6 issued a stop-work permit describing the damage. There has
7 been damage throughout the house: cabinet walls, walls cut,
8 holes in vent pipes.

9 THE COURT: Mm-hmm.

10 MR. PETERKIN: He's the one that suggested I go to Labor
11 License -- SCLLR, which I did. SCLLR had this case almost
12 until the statute of limitations ran out on me seeking any
13 kind of relief. That's why we wound up here.

14 And his initial response to the LLR complaint was that I
15 didn't allow him access to the property. And according --
16 and I quote, "It is my understanding per the LLR, by not
17 allowing us access and this alone, he has no case." Nobody
18 has explained.

19 And the reason I'm asking the Court for a motion to add
20 additional parties, one day I want to cite those. In his --
21 well, we're going to get back to that. In order to clarify
22 who, what, when, and how, that can be documented. I have an
23 email trail. He can provide his phone records to find out
24 where he was, where his location was on the day that he said
25 -- claims I denied him access to my property. Because I

1 never spoke to this man.

2 THE COURT: Okay.

3 MR. PETERKIN: He's lying.

4 THE COURT: All right.

5 MR. PETERKIN: How did he find out -- why didn't he
6 return? He wasn't in my house. He never intended to come
7 back. And like I said, all the garbage that he left sitting
8 in my house -- and it's in the pictures -- there was no
9 copper there. He took the copper with him.

10 THE COURT: Okay. All right. Well, I have sort of
11 dueling dispositive motions today. I've got the plaintiff's
12 motion for summary judgment and the defense's motion to
13 dismiss, both of which I have in front of me. And those will
14 have to be ruled on obviously before anything else that y'all
15 do.

16 Anything else from the defense?

17 MR. KOON: Your Honor, I don't know if you want to hear
18 just a brief argument on our motion or whether that's been
19 incorporated in --

20 THE COURT: If there's anything else you want to add,
21 I'm happy to hear from you.

22 MR. KOON: Well, I would add that the only damages that
23 could possibly be as a result would be the opening of the
24 holes to access the pipes. That is clearly excluded from the
25 home warranty since the contract was with the warranty

1 company and Holt/Liberty, not with Mr. Peterkin.

2 THE COURT: Mm-hmm.

3 MR. KOON: There's no duty to cover those holes. The
4 warranty company doesn't cover that. He admitted that in his
5 pleadings. He has not made out any case for negligence, duty
6 -- breach of duty, or damages. At most, he alleges \$1,077 to
7 cover up the holes, which was not the duty of Liberty
8 Services to do.

9 THE COURT: Mm-hmm.

10 MR. KOON: He doesn't allege that he's been out of the
11 home and deprived of his residence. He doesn't even allege
12 that his hot water service was not restored by Liberty
13 Services. He doesn't allege that anything was done
14 intentionally, with malicious intent to cause him great and
15 severe mental anguish.

16 THE COURT: Mm-hmm.

17 MR. KOON: He hasn't lost the use of his home. If I've
18 ever seen a frivolous case, your Honor, this is one of them.
19 He doesn't limit himself to his own pleadings. He hasn't
20 amended his pleadings. And his pleadings admit that he had
21 no contract except with HomeServe and that HomeServe excluded
22 the damages he's now complaining of against Mr. Holt's
23 company.

24 So obviously we believe that the motion for judgment on
25 the pleadings should be granted and consequently the motion

1 for summary judgment be denied. If he wants to add other
2 parties and your Honor does rule and dispose of the case by
3 these motions, then we'll follow your directives as to future
4 proceedings.

5 THE COURT: Okay. All right.

6 MR. PETERKIN: If I may, your Honor?

7 THE COURT: Yeah. Sure.

8 MR. PETERKIN: I find it disingenuous and insulting that
9 counsel would sit up here and put a price tag -- what gives
10 him the right to put a price tag on my --

11 THE COURT: Mr. Peterkin, you put the price tag on it.

12 MR. PETERKIN: I did. But he's -- he's saying --

13 THE COURT: He didn't do anything.

14 MR. PETERKIN: But I'm saying how could he -- how could
15 he --

16 THE COURT: He just recited what you put in your own
17 pleadings, sir.

18 MR. PETERKIN: Right. Don't tell me that it's not what
19 -- I haven't proven anything about --

20 THE COURT: Okay.

21 MR. PETERKIN: -- mental anguish and --

22 THE COURT: But he didn't put the price tag, just to be
23 clear.

24 MR. PETERKIN: I put the price tag.

25 THE COURT: He just recited what you put on it.

1 MR. PETERKIN: And so we add additional parties to
2 include his unnamed helper to provide testimony or to be
3 deposed; HomeServe USA in Nashville, Tennessee. SCLLR should
4 be --

5 THE COURT: If you want to make a motion, you need to
6 file a motion. We don't allow oral motions.

7 MR. PETERKIN: I can't do the oral motion?

8 THE COURT: Sir?

9 MR. PETERKIN: I can't do the oral motion while we're
10 here?

11 THE COURT: No. You need to file it with the clerk of
12 court and it gets docketed at a separate time so that the
13 other side has at least ten days' notice to respond and
14 appear. Okay?

15 MR. PETERKIN: Okay.

16 THE COURT: If you're going to add parties, that's how
17 that would go. Of course, those added parties would need to
18 be given notice so that they could appear. Right?

19 MR. PETERKIN: Right. Those are going to be done. And
20 since they wanted a continuance, they'll get their
21 continuance as we wait to service those added additional
22 parties on the motion.

23 THE COURT: Okay. Well, I appreciate that. I'll decide
24 what the continuances are. Okay?

25 MR. PETERKIN: I'm telling you --

1 THE COURT: I'm considering the two motions that have
2 been filed. That's what's in front of me today. Okay?

3 All right. So I think I've heard arguments from both
4 sides on those. Obviously I've got the motions in front of
5 me. I'll take a look at those, review them and any law
6 that's cited therein, and issue orders by the end of next
7 week on each one. Anything else the Court will need will be
8 indicated in the order.

9 Thank you very much. You can all go. Court is
10 adjourned for the day.

11 MR. TESORIERO: Thank you, your Honor. I just want to
12 ensure you do have a copy of the defendant's motion in
13 opposition. Correct?

14 THE COURT: I do.

15 MR. TESORIERO: Okay. Just wanted to make sure.

16 THE COURT: Everything that's been filed, I have a copy
17 of.

18 MR. TESORIERO: Thank you.

19 THE COURT: Thank you.

20 MR. PETERKIN: Do we come back here?

21 THE COURT: Sir?

22 MR. PETERKIN: Do we come back here?

23 THE COURT: When you get a court notice.

24 MR. PETERKIN: I'm saying for the ruling.

25 THE COURT: No, sir. I'll do a written ruling by order,

1 and you'll get notice of that. However you normally get
2 notices from the clerk's office, you'll get a notice that an
3 order's been issued. Okay?

4 Thank you very much.

5 (End of proceedings.)

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CERTIFICATE OF REPORTER

State of South Carolina

County of Charleston

I, Jamie L. Bickett, an Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidence introduced in the hearing of the captioned case in the Ninth Judicial Circuit, the Court of Common Pleas for Charleston County, South Carolina.



Official Court Reporter

Dated this 16th day
of September, 2026.